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Attorneys for Amrep, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TYLER UNDERWOOD, an individual,

Plaintiffs,

vs.

O'REILLY AUTO PARTS, INC.;
ILLINOIS TOOL WORKS, INC.,
Individually and as Successor in Interest to
Pennzoil Quaker State Company d/b/a
Gumout; THE BLASTER
CORPORATION; CRC INDUSTRIES,
INC.; SAFETY-KLEEN SYSTEMS, INC.;
HIGHLAND STORES, INC. d/b/a Bi-Rite;
7-ELEVEN, INC.; RICHARD A. HALEY;
AUTOZONE STORES, LLC f/k/a
Autozone Stores, Inc.; AMREP, INC.;
ADVANCE STORES COMPANY,
INCORPORATED, Individually and as
Successor in Interest to and d/b/a CarQuest
Auto Parts; ASHLAND, LLC, Individually
and as Successor in Interest to and d/b/a
Valvoline; SUNNYSIDE CORPORATION,
W.M. BARR & COMPANY, INC.;
TECHNICAL CHEMICAL COMPANY,

Defendants.

Case No. 2:21-cv-01766-GMN-NJK

**CONFIDENTIALITY AND
PROTECTIVE ORDER**

CONFIDENTIALITY AND PROTECTIVE ORDER

1 IT IS HEREBY ORDERED, by and between Plaintiff Tyler
2 Underwood (hereinafter "Plaintiff") and Defendants ADVANCE STORES
3 COMPANY, INCORPORATED ("Advance") s/h/a "Advance Stores Company,
4 Incorporated, Individually and as Successor In Interest To and d/b/a Carquest Auto
5 Parts", AMREP, INC. ("Amrep"), CALUMET BRANDED PRODUCTS,
6 RICHARD A. HALEY ("Richard Haley"), 7-ELEVEN, INC. ("7-Eleven"), CRC
7 INDUSTRIES, INC. ("CRC"), ASHLAND, LLC, sued incorrectly as Successor in
8 Interest to and d/b/a Valvoline ("Ashland"), B'MASTER CORPORATION
9 ("B'Laster"), ILLINOIS TOOL WORKS INC. ("Illinois Tool"), RM MARKETS,
10 INC., sued incorrectly as Bi-Rite Markets, Inc. ("RM Markets"), AUTOZONE, INC.
11 ("AutoZone"), O'REILLY AUTO ENTERPRISES, LLC ("O'Reilly"), SAFETY-
12 KLEEN SYSTEMS, INC. ("Safety-Kleen"), and W.M. BARR & COMPANY, INC.
13 ("W.M. Barr") (hereinafter "Producing Party" or "Producing Parties"), that the
14 Producing Parties possess certain trade secrets and sensitive commercial, technical,
15 manufacturing, research, development, financial, marketing, and/or other
16 confidential and/or other confidential and proprietary business, technical, and trade
17 secret information which Plaintiff has requested in discovery, the disclosure of
18 which may be required during the course of this litigation. The Producing Parties,
19 however, wish to limit the disclosure of and prevent any use of such confidential and
20 proprietary information for any purposes other than the prosecution and defense of
21 this litigation. Therefore, counsel for the parties are ordered to the following terms
22 of this Confidentiality and Protective Order, and respectfully request that the Court
23 enter this Order.

24

1 The Court, having considered these issues as well as the pleadings, is
2 of the opinion that this Confidentiality and Protective Order is well founded and
3 should be entered.

4 IT IS THEREFORE ORDERED AS FOLLOWS:

5 1. “Confidential Information,” for purposes of this Order, is
6 defined to be nonpublic information that the Producing Party treats as sensitive
7 and proprietary information which concerns or relates to the technical, business,
8 or related information of the Producing Party, including but not limited to trade
9 secrets, ingredients, formulas, and processes, the disclosure of which is likely to
10 harm, or have the tendency to harm, the competitive position of the Producing
11 Party, or the disclosure of which would violate an obligation of confidentiality
12 owed to a third person, including another Court. No item shall be deemed
13 Confidential Information if it: (1) is disclosed in a printed publication available
14 to the public or trade by reason of dissemination by one having the unrestricted
15 right to do so, (2) is generally known throughout the trade and public, or (3) is or
16 comes to be known to the receiving party through means not constituting a breach
17 of any proprietary or confidential relationship or obligation or breach of this
18 Order. Further, Confidential Information shall not be construed to cover items
19 lawfully obtained by a party independent of this litigation. For the purposes of
20 this litigation, documents produced by the Producing Party and marked
21 “CONFIDENTIAL” or “CONFIDENTIAL, SUBJECT TO COURT ORDER,”
22 pursuant to Paragraph 3 below, are deemed to contain Confidential Information.
23 The Producing Party may designate other documents as confidential, when and
24 if such additional documents are produced.

1 2. The restrictions upon and obligations accruing to persons who
2 become subject to this Order shall not apply to any information produced in
3 accordance with Paragraph 3 below as to which the Court rules, after proper notice
4 of hearing, that such information is not Confidential Information as defined in
5 Paragraph 1 above.

6 3. Any written information produced at any time in connection
7 with this litigation, either voluntarily or pursuant to a Court order, that is asserted by
8 the Producing Party to contain or constitute Confidential Information shall be so
9 designated by the Producing Party as follows:

10 a. The Producing Party, prior to or coincident with,
11 providing copies of documents and things requested by
12 Plaintiff, shall designate the copies as containing Confidential
13 Information by clearly marking on their face the legend
14 “CONFIDENTIAL” or “CONFIDENTIAL, SUBJECT TO
15 COURT ORDER.”

16 b. If contained in a response to an Interrogatory, the
17 information shall be designated “CONFIDENTIAL” or
18 “CONFIDENTIAL, SUBJECT TO COURT ORDER,” and the
19 information may be served and filed in a separate document if
20 desired;

21 c. If the Confidential Information is contained in
22 deposition, trial, or other testimony, any portion of such
23 transcript containing confidential information may be
24 designated as containing Confidential Information in

1 accordance with this Order by so notifying all other parties on
2 the record, at the time the testimony is taken, or by notifying the
3 other parties in writing, within thirty-days (30) days after
4 receipt of the transcript, of the specific pages and lines of the
5 transcript containing Confidential Information;

6 d. In the event the Producing Party provides access to its
7 documents or other materials for Plaintiff's review in response
8 to Plaintiff's discovery requests prior to the Producing Party's
9 formal document production, Plaintiff will treat all such
10 documents as containing Confidential Information and subject
11 to the terms of this Order, regardless of whether the documents
12 have been marked "CONFIDENTIAL" or "CONFIDENTIAL,
13 SUBJECT TO COURT ORDER" at the time of Plaintiff's
14 review. Should Plaintiff requests copies of any documents or
15 other materials tendered for their review, the Producing Party
16 shall designate those copies containing Confidential Information
17 by clearly marking on their face the legend "CONFIDENTIAL"
18 or "CONFIDENTIAL, SUBJECT TO COURT ORDER."

19 e. Inadvertent failure to designate any information as
20 Confidential Information pursuant to this Order shall not
21 constitute a waiver of any otherwise valid claim for protection,
22 so long as the designation is asserted after the discovery of the
23 inadvertent failure. At such time, arrangements shall be made
24 to allow the Producing Party to appropriately label the

1 information in accordance with this Order. The recipient shall
 2 have no liability, under this Order or otherwise, for any
 3 disclosure of information contained in unlabeled documents or
 4 things occurring before the recipient was placed on notice of the
 5 Producing Party's designation.

6 f. No party who receives any document or information
 7 designated "CONFIDENTIAL" or "CONFIDENTIAL,
 8 SUBJECT TO COURT ORDER" shall alter, modify or change
 9 in any way the document itself or any information contained
 10 therein, or any portion thereof, including, but not limited to,
 11 adding any additional marking or designation on the document.
 12 Further, no party shall delete, remove, alter, modify, or change
 13 in any way the original confidential designation, Bates stamp,
 14 or other identifying mark or designation on the document as
 15 produced by the Producing Party.

16 4. ~~Any party desiring to submit Confidential Information to the~~

See order issued concurrently with any motion or other proceeding within the purview of this
 herewith

~~Confidential Information for any purpose in this case, including~~

19 ~~the introduction of said information into evidence at the trial of this action or at any~~
 20 ~~hearing relating to this action before any judicial officer, subject to the Federal~~
 21 ~~Rules of Civil Procedure and/or Evidence and orders of the Court, shall submit the~~
 22 ~~material under seal and file a motion for an order sealing the documents consistent~~
 23 ~~with the Ninth Circuit opinions of Kamakana v. City and County of Honolulu, 447~~
 24 ~~F.3d 1172, 1178-79 (9th Cir. 2006) and Pintos v. Pacific Creditors Association, 605~~

~~F.3d 665, 678 (9th Cir. 2010) and consistent with Local Rule 10-5. The parties shall separately negotiate the use of confidential material at trial and at any hearing, and to the extent an agreement cannot be reached, the Court shall intervene.~~

5. In the absence of written permission from the Producing Party or further order by the Court, any Confidential Information produced or tendered in accordance with the provisions of Paragraph 3 above shall not be disclosed directly or indirectly to any person other than: (i) outside counsel for parties to this litigation, including necessary paralegal, secretarial, and clerical personnel assisting said counsel; (ii) in-house counsel for any party to this litigation who have a need to use the information in connection with this lawsuit, limited to those counsel responsible for managing litigation and who have responsibility for providing day to day legal counsel to the business, including necessary paralegal, secretarial, and clerical personnel assisting said counsel; (iii) legal and claims representatives of any insurance carriers of any parties who have a need to use the information in connection with this lawsuit, including necessary paralegal, secretarial, and clerical personnel assisting said representative; (iv) qualified persons recording testimony involving the documents or information, including necessary stenographic and clerical personnel thereof; (v) subject to the provisions of Paragraph 6 below, experts and consultants (and their staff) who are specially employed for purposes of this litigation by the non-producing party and who are not employees of, or regular business consultants to, said party or its affiliates; (vi) the jury and Court, including necessary secretarial and clerical personnel assisting the Court.

6. Confidential Information produced in accordance with the

1 provisions of Paragraph 3 above shall not be made available to any person
2 designated in Paragraph 5 (ii), (iii) or (v) above unless he or she has first read this
3 Order and has agreed, by executing an Undertaking in the form attached as
4 Appendix 1 to this Order, to all of the following terms and conditions; (i) to be
5 bound by the terms of this Order and the terms of the Undertaking; (ii) not to reveal
6 the Confidential Information to anyone other than persons designated in Paragraph
7 5; and (iii) to utilize the Confidential Information solely for purposes of this
8 litigation. Therefore, counsel intending to disclose Confidential Information to any
9 person designated in Paragraph 5 (ii), (iii) or (v) above shall first provide the person
10 with a copy of this Order and shall inform the person that he or she is bound by its
11 terms before disclosing any Confidential Information to any such person. Within
12 thirty (30) days after the final resolution of the case through whatever means,
13 including any related appeals, counsel disclosing Confidential Information to any
14 person designated in Paragraph 5 (ii), (iii) or (v) above shall provide to the
15 respective Producing Party copies of each Undertaking attached as Appendix 1 to
16 this Order, executed by all persons designated in Paragraph 5 (ii), (iii) or (v) above
17 to whom Confidential Information has been disclosed.

18 7. Confidential Information may be disclosed to any witness
19 during a deposition if the examining counsel in good faith believes it is necessary
20 to develop its claims or defenses. This Order applies to all deposition witnesses.
21 Therefore, counsel disclosing the Confidential Information during any deposition
22 shall first provide the witness with a copy of this Order and shall inform the witness
23 that he or she is bound by its terms before attempting to elicit any testimony from
24 the witness regarding the Confidential Information.

1 8. All Confidential Information produced in accordance with the
2 provisions of Paragraph 3 above shall be utilized solely for purposes of this
3 litigation. Confidential Information shall not be used, shown, disseminated, copied
4 or in any way communicated to anyone for any purpose whatsoever, except as
5 provided by this Order. Use for purposes of this litigation shall include use in
6 testimony and exhibits at trial, or in connection with any motions, depositions, or
7 witness preparation, subject to the restrictions of this Order, but shall not include
8 use in connection with any other lawsuit, dispute or proceeding in addition to any
9 research, development, manufacture, sales, or marketing of any product or for any
10 business or commercial purpose.

11 9. If any party to this Order who is entitled to receive any
12 Confidential Information produced in accordance with Paragraph 3 disagrees with
13 respect to its designation as Confidential Information, whether in whole or in any
14 part, then said party shall notify the Producing Party in writing of its objection, and
15 the parties shall thereupon confer as to the status of the subject information
16 proffered within the context of this Order. If the recipient and the Producing Party
17 are unable to agree as to the status of the subject information, the party may by
18 motion raise the issues of the designation of the information's status to the Court,
19 who shall consider the issue. The designating party shall have twenty-one (21) days
20 after receipt of any written notification described above to file an appropriate
21 motion to raise the issues of the designation of the information's status to the Court.
22 Should a motion be filed regarding the confidential status of the contested
23 information, it shall be designating party's burden to establish the confidential
24 nature of the information. The contested information shall remain confidential

1 unless and until the Court rules to the contrary. If a motion is not filed by the
2 Producing Party within 21 days of receiving the written notice described in this
3 paragraph, then the Confidential Information designation shall be deemed removed
4 and the material will not longer be considered Confidential Information subject to
5 the protections of this Order unless and until otherwise ordered by the Court.
6 Acceptance by any party of any information designated as Confidential
7 Information shall not constitute a concession that said information is indeed
8 confidential.

9 10. The parties may by stipulation provide for exceptions to this
10 Order and any party may seek an order of this Court modifying this Order upon
11 good cause shown.

12 11. A copy of this Order shall be presented to the Court Reporter
13 by the party disclosing Confidential Information upon the taking of any deposition
14 in this action at or prior to the time when any question is propounded regarding
15 Confidential Information. Portions of the original deposition transcript designated
16 as Confidential and including the Court Reporter's notes therefore shall be placed
17 by the Court Reporter in a sealed envelope marked with the title of the Court and
18 the style of this case and the following statement: "RESTRICTED- THIS
19 ENVELOPE [OR CONTAINER] CONTAINS CONFIDENTIAL
20 INFORMATION. IT MAY NOT BE OPENED, AND THE CONTENTS MAY
21 NOT BE DISPLAYED OR REVEALED (EXCEPT TO ATTORNEYS OF
22 RECORD FOR A PARTY), EXCEPT BY ORDER OF THE COURT OR
23 CONSENT OF ALL THE PARTIES." The Court Reporter shall return the
24 envelope to the attorney taking the deposition, and copies shall be provided to all

1 counsel. Designated portions of copies of the deposition transcript shall be treated
2 as Confidential Information as provided by this Order. If deposition testimony
3 requires the disclosure of Confidential Information, that portion of the deposition
4 will be closed to all persons except the deponent, the Court Reporter, and the
5 persons designated in, and pursuant to the conditions of, Paragraph 5 of this Order,
6 until otherwise decided by the Court.

7 12. At any time, a Producing Party may disclose its own
8 Confidential Information to third parties without restriction by this Order.

9 13. If counsel, a party, or any recipient receives a subpoena or other
10 process or order seeking the production of Confidential Information, the attorney,
11 party, or recipient shall promptly notify the Producing Party's attorney of record,
12 furnish said attorney with a copy of the subpoena or other process or order, and
13 cooperate with the Producing Party's efforts to address the issue and protect the
14 confidentiality. The Producing Party has the burden of defending against any
15 subpoenas or other process or order to the extent that the subpoena, process, or
16 order seeks production or disclosure of its Confidential Information. The attorney,
17 party, or recipient receiving the subpoena shall not produce the requested
18 Confidential Information for a period of twenty (20) days unless ordered to do so
19 by a Court of competent jurisdiction. If within that twenty (20) day period the
20 Producing Party moves for an order modifying or quashing the subpoena or other
21 process or order, or providing protection from it, the Confidential Information shall
22 not be produced or disclosed unless and until ordered by the Court. If the Producing
23 Party fails to move for protection within the twenty (20) day period, the attorney,
24 party, or recipient shall be entitled to comply with the subpoena or other process or

1 order unless the action taken by the Producing Party relieves the attorney, party, or
2 recipient from compliance with the subpoena or other process or order under the
3 Federal Rules of Civil Procedure.

4 14. The taking or failure to take any action to enforce the provisions
5 of this Order, or the failure to object to any act or omission by any party, shall not
6 waive any claim or defense in this lawsuit, including any claim or defense that
7 information is or is not proprietary, secret, or confidential. The procedures set forth
8 in this Order shall not affect the rights of the parties to object to discovery, nor shall
9 they relieve a party of the duty to properly respond to discovery requests. The entry
10 of this Order shall not have the effect of making documents or information relevant
11 or discoverable when said documents or information are not otherwise relevant or
12 discoverable in the absence of this Order.

13 15. Absent a signed, written stipulation of the parties, or an order
14 of the Court, the existence of this Order, the fact of any designation under this
15 Order, and the rulings of the Court regarding any designation under this Order,
16 shall not be admissible during the trial of this action.

17 16. This Confidentiality and Protective Order shall not apply to the
18 disclosure of Confidential Information at the trial of this matter. The closure of trial
19 proceedings and sealing of the record of a trial involve considerations not presently
20 before the Court, These issues may be determined by subsequent agreement of the
21 parties or by order of this Court.

22 17. If a party intends to disclose any Confidential Information
23 subject to this Confidentiality and Protective Order during the trial of this case, that
24 party shall give written notice of such intent to counsel for the party claiming

1 confidentiality and shall identify such Confidential Information to be so disclosed
2 at least forty-five (45) days before the date this case is set for trial, so that the party
3 claiming confidentiality might take any steps it deems necessary to protect the
4 confidential nature of any Confidential Information that may be disclosed at trial.

5 18. The parties shall work to establish procedures to assure
6 continued confidentiality of any Confidential Information to be offered at trial in
7 this litigation.

8 19. This Order shall survive the final disposition and termination of
9 this action with respect to any Confidential Information. Within thirty (30) days
10 after the final resolution of the case through whatever means, including any related
11 appeals, the receiving party shall promptly:

12 (1) destroy or return to counsel for the Producing Party all Confidential
13 Information and all documents incorporating Confidential Information, and all
14 copies made thereof, including all documents or copies of documents provided by
15 the party to any other person, other than attorney work product;

16 (2) in the case of electronically-stored information, destroy or return all
17 digital/electronic records, computer tapes, computer disks, DVDs, CDs, or other
18 media containing or incorporating Confidential Information;

19 (3) destroy or return all Confidential Information and all copies made thereof,
20 including all documents or copies of documents provided by the party to any other
21 person, other than attorney work product that has been stored on any portable media
22 (DVD, CD, USB flash drive, etc.);

23 (4) if counsel elects to destroy Confidential Information, they shall consult with
24 counsel for the Producing Party on the manner of destruction or obtain the Producing

1 Party's consent to the method and means of destruction. Counsel must then provide
2 written certification to the Producing Party of deletion of Confidential Information
3 and all copies made thereof, including all documents or copies of documents
4 provided by the party to any other person from all systems, applications, hard drives,
5 servers, web-based or other storage repositories of any type;


6 (5) provide assurance that no steps will be taken at any time in the future to restore
7 Confidential Information, and that any inadvertent violation of this assurance and
8 steps taken to remedy it will be promptly reported to the other party; and

9 (6) Outside counsel, however, shall not be required to return or destroy any
10 pretrial or trial records as are regularly maintained by that counsel in the ordinary
11 course of business; which records will continue to be maintained as Confidential
12 Documents in conformity with this Order.

13 The deletion required under subpart four (4) of this paragraph shall not require
14 deletion from backup tapes.

15 DATED this 17th day of June, 2022.

KAEMPFER CROWELL


Ryan M. Lower, No. 9108
Joseph E. Dagher, No. 15204
1980 Festival Plaza Drive, Suite 650
Las Vegas, Nevada 89135

19 IT IS SO ORDERED.
20 Dated: June 21, 2022

21 
22 Nancy J. Koppe
23 United States Magistrate Judge

**BABST, CALLAND, CLEMENTS,
AND ZOMNIR P.C.**

Kathy K. Condo, PA No. 34910,
to be admitted Pro Hac Vice
Joshua S. Snyder PA No. 315845, Pro
Hac Vice
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Attorneys for Defendant Amrep, Inc.

1 Dated this 10th day of June, 2022

2 **CLIFF W. MARCEK, P.C.**

3 By: /s/ Andrew J. DuPont
4 CLIFF W. MARCEK, ESQ.
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10 *Attorneys for Plaintiff, Tyler
Underwood*

11 DATED this 10th day of June, 2022

12 **SELMAN BREITMAN LLP**

13 By: /s/ Eric O Freeman
14 ERIC O. FREEMAN, ESQ.
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200
16 Las Vegas, Nevada 89169-0961

17 *Attorneys for Defendants, Illinois
18 Tool Works Inc., CRC Industries,
Inc., and Ashland, LLC*

Dated this 10th day of June, 2022

**GORDON REES SCULLY
MANSUKHANI LLP**

By: /s/ Theodore C. Yarborough
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*Attorneys for Defendant, Advance
Stores Company, Incorporated*

DATED this 6th day of June, 2022

**GORDON REES SCULLY
MANSUKHANI LLP**

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*Attorneys for Defendant, The
B'Laster Corporation*

1 DATED this 6th day of June, 2022

2 **RESNICK & LOUIS, P.C.**

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4 ADAM P. MCMILLEN, ESQ.
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8 *Attorneys for Defendant, RM*
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10 DATED this 6th day of June, 2022

11 **BOWMAN AND BROOKE, LLP**

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17 BOWMAN AND BROOKE, LLP

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23 *Attorneys for W.M. Barr*

24 DATED this 5th day of June, 2022

**LEWIS BRISBOIS BISGAARD &
SMITH, LLP**

By: /s/ Steven B. Abbott
STEVEN B. ABBOTT, ESQ.
Nevada Bar No. 10303
STEVEN FOREMASTER, ESQ.

DATED this 14th day of June, 2022

ALVERSON TAYLOR & SANDERS

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*Attorneys for Defendant,
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DATED this 6th day of June, 2022

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*Attorneys for Defendant Autozone,
Inc.*

DATED this 6th day of June, 2022

EVANS FEARS & SCHUTTERT LLP

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4 Las Vegas, Nevada 89118

5 *Attorneys for Defendant, Safety-*
6 *Kleen Systems, Inc.*

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Attorneys for Defendant Calumet
Branded Products, LLC

DATED this 6th day of June, 2022

BACKUS, CARRANZA & BURDEN

By: /s/ Melissa J. Roose
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Attorneys for Defendants,
Richard A. Haley and 7-Eleven, Inc.

KAEMPFER CROWELL
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Attorneys for Amrep, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TYLER UNDERWOOD, an individual,

Plaintiffs,

Case No. 2:21-cv-01766-GMN-NJK

vs.

O'REILLY AUTO PARTS, INC.;
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Individually and as Successor in Interest to
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INC.; SAFETY-KLEEN SYSTEMS, INC.;
HIGHLAND STORES, INC. d/b/a Bi-Rite;
7-ELEVEN, INC.; RICHARD A. HALEY;
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and as Successor in Interest to and d/b/a
Valvoline; SUNNYSIDE CORPORATION,
W.M. BARR & COMPANY, INC.;
TECHNICAL CHEMICAL COMPANY,

Defendants.

CONFIDENTIALITY AND PROTECTIVE ORDER – APPENDIX I

1 STATE OF _____)
2 COUNTY OF _____)
3

4 I, _____ , hereby affirm, attest, and agree as
5 follows:

- 6 1. My business address is
- 7 2. My present employer is
- 8 3. My present occupation or job description is
- 9 4. [For all experts and consultants only] Except as retained
10 by _____ in connection with the above
11 referenced action, I am not currently employed by any party to this
12 lawsuit or engaged as an independent contractor or consultant by or for
13 any party to this lawsuit, either directly or indirectly.
- 14 5. I hereby acknowledge and agree that any information or material
15 designated as “CONFIDENTIAL” or “CONFIDENTIAL, SUBJECT
16 TO COURT ORDER” that I receive or review in connection with this
17 lawsuit is being provided to me pursuant to the terms and restrictions
18 of the attached Confidentiality and Protective Order (the “Order”).
- 19 6. I have read and understand the Order and agree to comply with and
20 be bound by each and every term therein. I understand and agree that
21 I am to handle all of the materials that I receive which have been
22 designated as “CONFIDENTIAL” or “CONFIDENTIAL, SUBJECT
23 TO COURT ORDER” in a manner consistent with the Order. I further
24 understand and agree to utilize all of the materials that I receive which

1 have been designated as “CONFIDENTIAL” or “CONFIDENTIAL,
2 SUBJECT TO COURT ORDER” solely for purposes of this
3 litigation, and that such materials, including any notes relating
4 thereto, shall not be disclosed **to or discussed with anyone not**
5 **permitted under the Order** to see same.

6 7. No later than thirty (30) days after final termination of this litigation,
7 including any and all appeals, or resolution through settlement, I agree
8 to return to the counsel of record who provided me with such materials
9 all information and documents designated as “CONFIDENTIAL” or
10 “CONFIDENTIAL, SUBJECT TO COURT ORDER,” including all
11 copies, extracts, and summaries thereof (and including those I
12 prepared), or I will certify in writing that all such materials have been
13 destroyed, Such return or destruction shall not relieve me from any of
14 the continuing obligations imposed upon me by the Order.

15 8. I hereby submit myself to the jurisdiction of Nevada for the limited
16 purpose of assuring my compliance with the Order. I therefore waive any
17 and all objections to jurisdiction and venue in any action brought to
18 enforce the Order against me.

19
20 _____
SIGNATURE

21 _____
PRINTED NAME
22
23
24